

Pat Tower, PSO  
Purchasing Service Officer

Telephone Number  
(860) 622-2541

# STATE OF CONNECTICUT

DEPARTMENT OF INFORMATION TECHNOLOGY

CONTRACT & PURCHASING DIVISION

101 East River Drive, 4<sup>th</sup> Floor

EAST HARTFORD, CT 06108

CONTRACT AWARD NO.:

012-A-27-7014

Contract Award Date:

December 6, 2001

Expiration Date:

May 31, 2004

## CONTRACT AWARD

**IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

COMMODITY CLASS/SUBCLASS AND DESCRIPTION: 5022-076 – Staffing to Support the LINK (SACWIS) System

FOR: **Department of Children & Families**

**50 Hudson St.**

**Hartford, CT 06106**

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

**Not to exceed 18 months with an option  
to discontinue after June 30, 2002**

AGENCY REQUISITION NUMBER: 188996

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
			<b>Est. \$2,429,000.00</b>

**NOTICE TO CONTRACTORS:** This notice of award is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

**NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

**NOTICE TO AGENCIES:** A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

**CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

**PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

### CONTRACTOR INFORMATION:

Company Name: **American Management Systems, Inc.**

Address: **4050 Legato Rd., Fairfax, VA. 22033 (77 Heartland St., Suite 400, E Hartford, CT. 06103)**

Tel. No.: **860-550-6568**

Fax No.: **860-566-6728**

Contract Value: Est. **\$2,429,000.00**

Contact Person: **Kelly L. Blackman**

SSN/FEIN No.: **54-0856778**

Delivery:

Certification Type (SBE, MBE, WBE or None):

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **N**

Company E-mail Address and/or Company Web Site **Kelly\_Blackman@ams.com**

APPROVED \_\_\_\_\_

**Holly Miller-Sullivan, Director**

Date Issued: **12/6/01**

(Original Signature on Document in Procurement Files)

# STATE OF CONNECTICUT

## DOIT/CONTRACT & PURCHASING DIVISION

AWARD NO:  
**012-A-27-7014**

Purchasing Contact:

Telephone Number:  
**(860)622-2537**

E-Mail Address:

### AWARD SCHEDULE For Bid # **012-A-27-7014**

DELIVERY:

TERMS:

**Net 45  
Days**

CASH DISCOUNT:

% Days

Payment terms are net **45** days. Any deviation may result in bid rejection.  
Bid prices shall include all transportation charges FOB state agency.

Page **1** OF **2**

BIDDER NAME:

SSN OR FEIN #:

	DESCRIPTION OF COMMODITY AND/OR SERVICES	QTY	UNIT OF MEAS- URE	UNIT PRICE	TOTAL PRICE
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### Staffing to Support the LINK (SACWIS) System for The Department of Children and Families

The award will be based on the sum of the daily rates for the sixteen (16) LINK positions that meet all of the classifications, terms and conditions, specifications, and appendices:

#### Cost Sheet:

	Estimated Needed	Hourly Rate	8 Hrs. per Day	Daily Rate
• SACWIS Project Manager	1	\$ <u>105.00</u>	\$ <u>840.00</u>	X 1 = \$ <u>840.00</u>
• Design Manager	1	\$ <u>95.50</u>	\$ <u>764.00</u>	X 1 = \$ <u>764.00</u>
• Data Base Administrator	1	\$ <u>101.50</u>	\$ <u>812.00</u>	X 1 = \$ <u>812.00</u>
• Senior Programmer/Analyst PowerBuilder	1	\$ <u>105.00</u>	\$ <u>840.00</u>	X 1 = \$ <u>840.00</u>
• Programmer/Analyst PowerBuilder	4	\$ <u>62.00</u>	\$ <u>496.00</u>	X 4 = \$ <u>1984.00</u>
• Senior Programmer/Analyst COBOL	1	\$ <u>75.50</u>	\$ <u>604.00</u>	X 1 = \$ <u>604.00</u>
• Programmer/Analyst COBOL	2	\$ <u>57.00</u>	\$ <u>456.00</u>	X 2 = \$ <u>912.00</u>
• System/Analyst Designer	4	\$ <u>72.00</u>	\$ <u>576.00</u>	X 4 = \$ <u>2304.00</u>
• Configuration and Testing Manager	1	\$ <u>82.00</u>	\$ <u>656.00</u>	X 1 = \$ <u>656.00</u>

**Total Day Rate \$ 9,716.00**

**STATE OF CONNECTICUT**  
**DOIT/CONTRACT & PURCHASING DIVISION**

AWARD NO:  
**012-A-27-7014**

Purchasing Contact:

Telephone Number:  
**(860)622-2537**

E-Mail Address:

**AWARD SCHEDULE**  
**For Bid # 012-A-27-7014**

DELIVERY:

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Days**

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Page 2 OF 3

BIDDER NAME:

SSN OR FEIN #:

	DESCRIPTION OF COMMODITY AND/OR SERVICES	QTY	UNIT OF MEAS- URE	UNIT PRICE	TOTAL PRICE
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**Representative(s) who of your company in the event your firm is the successful bidder.**

Name: Kelly Blackman Address: 77 Heartland St., Suite 400, E. Hartford, CT. 06103

Phone: 860/550-6568 Fax: 860/566-6728 e-mail [Kelly.Blackman@ams.com](mailto:Kelly.Blackman@ams.com)

# **Information Technology Consultants Terms & Conditions for ITB 012-A-27-7014**

## **1. CONSULTANTS**

Upon acceptance of a proper Purchase Order (State of Connecticut Form CO-94) issued by an agency of the Customer, the Vendor receiving such Purchase Order, hereinafter referred to as "Supplier," shall provide to the agency the data processing consultant(s), hereinafter referred to as "CONSULTANT," as noted in the CLASSIFICATION TITLES for the rates listed in the SCHEDULE OF RATES, and shall provide said CONSULTANT(S) in accordance with these Terms and Conditions and in accordance with the provisions set forth in such Purchase Order. Any such Purchase Order shall contain, as a minimum, the following:

- a) Name of each CONSULTANT
- b) Classification title
- c) Rate of payment and not to exceed amount
- d) Duration of required services of each CONSULTANT (start date, end date)
- e) Project title and agency location at which each CONSULTANT will generally perform
- f) Statement of Work
- g) Agency official or representative from whom supervision shall be received
- h) Address for submission of invoices
- i) Reference to the Contract Award

## **2. TERM**

These Terms and Conditions shall become effective upon issuance of a Contract Award to the Vendor, and shall continue in effect until completion of project.

## **3. TERMINATION OF CONSULTANTS AND AMENDMENTS**

- a. Upon thirty (30) days' notice to the Supplier, by the issuance of a Purchase Order Amendment (State of Connecticut Form CO-95), the agency may reasonably amend any Purchase Order and/or may terminate any CONSULTANT noted in any Purchase Order based upon sp-10 approval from the office of DOIT/CPD.
- b. Completion of any services of any CONSULTANT provided hereunder, or the Customer's failure to issue any Purchase Order hereunder, shall not terminate these Terms and Conditions; the intent of the parties being to leave these Terms and Conditions in effect for the term specified in Section 2.

#### **4. PERFORMANCE CRITERIA**

- a. The Supplier when responding to a request to provide a CONSULTANT to any agency shall be provided a Statement of Work by said agency. This Statement of Work, unless modified in writing by the agency, shall be the performance guide to be used by both the Supplier and agency.
- b. The Supplier shall concur with any agency requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.
- c. The services of a CONSULTANT shall not be deemed completed until all aspects of the Statement of Work have been completed to the agency's satisfaction (including implementation and post audit).

#### **5. CONSULTANT SELECTION CRITERIA**

The agency shall have the opportunity to interview and accept or reject any CONSULTANT recommended by the Supplier to provide services to that agency.

#### **6. CONSULTANT DATES OF SERVICE**

No CONSULTANT services shall be provided to any agency prior to the start date specified in the Purchase Order nor shall the services of a CONSULTANT continue beyond the end date specified in the Purchase Order unless such Purchase Order has been duly amended. No employee, officer, or representative of the Customer, including the agency, or the Supplier may circumvent the intent of this section.

#### **7. FINANCIAL CONSIDERATIONS**

##### **a. Work Day**

The work day of the agency is eight (8) hours unless otherwise stated in the Purchase Order.

##### **b. Computing Payments**

The agency shall allow billing for one-half (1/2) hour increments up to eight (8) hours in any one day. However, the time in excess of the standard work day requires prior agency written approval.

##### **c. Overtime**

The contracted hourly rate shall be the only rate paid by the Customer unless otherwise stated in the Purchase Order and approved by the Department of Information Technology, Contracts & Purchasing Division, hereinafter referred to as the "DOIT/CPD."

**d. Travel Time**

The Customer shall not pay the Supplier for travel time between the CONSULTANT'S place of residence and the place of work.

**e. Travel Allowance**

The Customer shall not pay the Supplier any out-of-pocket expenses incurred by a CONSULTANT for travel to the place of work. Reimbursement of travel expenses incurred at the agency's request must be authorized beforehand, in writing, by the agency. Payments shall not exceed the Customer's present prevailing rates for Customer employees.

**f. Enhanced Training**

The agency shall not allow a CONSULTANT to attend training courses at the expense of the agency, unless such courses are in the best interests of the agency. Any such courses must be requested, justified, and authorized beforehand, in writing, by both the agency and DOIT/CPD.

**g. Personnel Movement Costs**

The Customer assumes no liability, financial or otherwise, for the transportation of Supplier's personnel and their possessions into or out of the State of Connecticut.

**h. Experience of CONSULTANTS**

There shall not be more than one upward reclassification of a CONSULTANT during the term of these Terms and Conditions into a higher experience category for pay purposes. Such reclassification can only occur after completion of twelve consecutive months of duty and after the CONSULTANT has met the stated experience requirements as provided in the LIST OF CONSULTANTS for any such reclassification.

**8. EMPLOYEES OF SUPPLIER**

Subcontractors are not to be utilized by the Supplier in the performance of these Terms and Conditions. The Supplier warrants and represents that all CONSULTANTS assigned to perform under these Terms and Conditions shall be full-time employees of the Supplier. The Supplier agrees to promptly provide specific supportive documentation of employment status as requested.

**9. CONSULTANT COMMITMENT**

a. Unless the agency terminates the CONSULTANT noted in an applicable Purchase Order, by issuance of an amendment or cancellation of the Purchase Order, as may be applicable, any CONSULTANT assignment resulting from such Purchase Order shall remain in force until the Purchase Order specified assignment end date.

b. If the Supplier terminates any CONSULTANT prior to the end date specified in the Purchase Order, the Customer shall be entitled to a credit based upon the following table:

<u>Number of Work Days Worked by the CONSULTANT</u>	<u>Calculation of Customer Credits</u>
1 through 15 days	Credit for total charges plus 10% of such charges to cover Customer's administrative overhead
16 through 30 days	Credit for one half (50%) of total charges
31 through 60 days	Credit for one quarter (25%) of total charges
61 days and thereafter	Credit for one fifth (20%) of total charges

#### 10. **PERFORMANCE FAILURE**

If a CONSULTANT fails to perform as specified in the Statement of Work or the CONSULTANT is found by the agency to lack the basic skills for which she/he was selected, the CONSULTANT shall be immediately terminated and the Customer shall be immediately entitled to a credit based upon the following table:

<u>Number of Work Days Worked by the CONSULTANT</u>	<u>Calculation of Customer Credits</u>
1 through 15 days	Credit for total charges plus 10% of such charges to cover Customer's administrative overhead
16 through 30 days	Credit for one half (50%) of total charges
31 days and thereafter	Credit for ten (10) work days of charges

#### 11. **CHARGES**

- a. The Customer shall pay the Supplier any charges due it under these Terms and Conditions within forty-five (45) days, [thirty (30) days for Set-aside], after the period for which the applicable services of a CONSULTANT have been rendered and a related invoice has been received by the applicable agency.
- b. The Supplier, no later than the 15th day after each calendar quarter, shall provide DOIT/CPD a written report stating the total value of Purchase Orders received during each such quarter.

## **12. NEWS RELEASES, COMMERCIAL ADVERTISING**

Supplier news releases and commercial advertising which pertain to these Terms and Conditions shall neither be made nor authorized by the Supplier without prior written approval of DOIT/CPD.

## **13. CONFIDENTIALITY**

- a. In order that the Supplier may effectively assist the agency, the agency may disclose to the Supplier confidential information relating to past, present and/or future operations relative to the Customer, including the agency.
- b. All data and/or other information, in whatever form, delivered by the agency or otherwise obtained from the agency by the Supplier pursuant to these Terms and Conditions shall be deemed confidential to the Customer, including the agency.

The Supplier shall provide care and safeguards for the Customer's, including the agency's, information and instruct its personnel to keep such information confidential by using such care and discretion as may be necessary. The Supplier shall have no obligation to safeguard such material if the material is publicly available, already in public possession or publicly known, rightfully obtained by the Supplier from third parties, or disclosed by the Supplier as required of the Supplier pursuant to the laws of public disclosure.

## **14. OWNERSHIP AND PROPRIETARY RIGHTS**

Any product, whether acceptable or unacceptable, developed under these Terms and Conditions shall be the sole property of the Customer and the Customer shall have sole proprietary rights thereto.

## **15. SEPARABILITY**

In the event any provision of these Terms and Conditions is decided by a proper authority to be invalid, the remaining provisions of these Terms and Conditions shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.



## 16. **HEADINGS**

The headings given to sections of these Terms and Conditions are intended to be used for reference only, and shall not affect the construction or interpretation of these Terms and Conditions.

## 17. **GENERAL**

- a. These Terms and Conditions do not authorize either party to act as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right, obligation or responsibility to bind the other party in any manner or thing whatsoever.
- b. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver is expressed in writing by the affected party and signed by an authorized individual of the affected party.
- c. These Terms and Conditions shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State.

## 18. **COMMUNICATIONS**

The address for the submission of invoices shall be provided in Purchase Orders.

Unless notified otherwise by the other party in writing:

a) Correspondence and notices between the parties to these Terms and Conditions as to general business matters, quarterly reporting of Purchase Orders received, or the terms and conditions herein should be directed to:

Customer - DOIT/Contracts & Purchasing Division  
340 Capitol Ave.  
Hartford, Connecticut 06106

Supplier - As stated in the Contract Award

Notices sent by United States mail with postage prepaid shall become effective when mailed.

b) All technical, coordination, or day-to-day administrative matters pertaining to these Terms and Conditions should be directed to:

Agency - As specified in the applicable Purchase Order

Supplier - As stated in the Contract Award

## 19. NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

b. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or

representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

c. Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

e. The contractor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56, as amended by Section 5 of Public Act 89-253; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

f. The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

## 20. EXECUTIVE ORDER NO. THREE

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that

said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

#### 21. EXECUTIVE ORDER NO. SEVENTEEN

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

#### 22. SURVIVAL BEYOND COMPLETION

The provisions of Section 12 and Section 13 shall survive forever.